

**BY ORDER OF THE COMMANDER
ARNOLD ENGINEERING
DEVELOPMENT COMPLEX**

**ARNOLD ENGINEERING DEVELOPMENT
COMPLEX INSTRUCTION 61-204**

7 MARCH 2013



Scientific/Research and Development

SOFTWARE RELEASE

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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OPR: AEDCI/TESS/PI

Certified by: TTSY,
(Mr. Dave Bond)

Pages: 15

This instruction implements the following DoD Directives and AF Instructions & Policy Directives: DoDD 5230.24, Withholding of Unclassified Technical Data from Public Disclosure; DoDD 5230.25, Distribution Statements on Technical Documents; AFI 61-204, Disseminating Scientific and Technical Information; AFI 33-114, Software Management; AFRPD 61-3, Domestic Technology Transfer; and AFRPD 61-2, Management of STINFO. This publication addresses requests for release of AEDC-owned software to other government agencies, commercial companies, and universities. It should be distributed to any person or group involved with the process. AF Policy Directives require wide domestic dissemination of government-funded software when appropriate. These policies do not, however, require AEDC to provide code support beyond dissemination of the requested software. Refer recommended changes and questions about this publication to the OPR listed above using the AF Form 847, Recommendation for Change of Publication; route AF Forms 847 from the field through the appropriate chain of command. Requests for waivers must be submitted to the OPR listed above for consideration and approval. Ensure that all records created as a result of processes prescribed in this publication are maintained in accordance with Air Force Manual (AFMAN) 33-363, Management of Records, and disposed of in accordance with Air Force Records Information Management System (AFRIMS) Records Disposition Schedule (RDS). <https://www.my.af.mil/afirms/afirms/afirms/rims.cfm> Recommended changes and questions about this publication to the OPR listed above using the AF Form 847.

1. Initial Software Distribution Statement Determination Prior to releasing any software for the first time, a Distribution Statement must be determined for the software in order to limit who may receive this software. The procedure for determining the applicable Distribution Statement

is described below. Unless the Distribution Statement needs to be re-evaluated, the initial determination is valid indefinitely.

1.1. An abstract describing the software is prepared, usually by the technical contact. The abstract should, at a minimum, contain the following information.

1.1.1. The name/version of the software to be reviewed

1.1.2. What the software does

1.1.3. How the software works

1.1.4. Possible applications of the software

1.2. The abstract is then forwarded to AEDC/DOT and is processed in accordance with review procedures for a technical abstract/paper/thesis.

1.2.1. If AEDC has limited or restricted rights to the software (i.e. - AEDC is not the sole or acting owner), then the software is considered proprietary and Distribution Statement B or E should be recommended.

1.2.2. If the software only needs to be export-controlled, then Distribution Statement X should be recommended; otherwise Distribution Statement B-F should be recommended (reference AFI 61-204).

1.2.3. If the software is still under development (e.g. - research or development codes) and/or has little or no documentation, then Distribution Statement B or E should be recommended by reason of "Premature Dissemination."

1.3. Once approved, AEDC/DOT will update the name of the Software, distribution statement, OPR, OPR's mail stop and extension, and technical contact and extension in the Excel spreadsheet 'Software Functionals.xls' on the DOT server '...//Special Topics/Software Release'.

1.4. Software which requires a license for export to Canada may not be released to any Canadian organization under this AEDC Instruction (reference Section 1225.12 of the International Traffic in Arms Regulation and Sections 379.4(d) and 379.5(e) of the Export Administration Regulations).

2. Software Release Procedure The procedures described here apply to software with Distribution Statements B-X. Software with Distribution Statement A is publicly-releasable with unlimited dissemination; and does not require an MOA. Before any software may be released for the first time, an initial software distribution statement determination (Section 2) must be completed.

2.1. A copy of the correct MOA (U.S. Government or U.S. Commercial & Educational and Canadian Organizations) is forwarded to the Requester. The Requester is instructed to complete the following sections:

2.1.1. Date

2.1.2. Name of the software package being requested

2.1.3. Required format and media

2.1.4. How the software will be used.

2.1.5. Section marked “Requester” and “Requester: Technical Contact”

2.2. The completed MOA is then forwarded to the OPR for that software (reference 2.3) who accomplishes the following:

2.2.1. Checks the MOA for completeness according to 3.1.

2.2.2. Verifies the request is in accordance with the limitations of the Distribution Statement. To do so, enter Table 1 (Attachment 1) with the ‘User’ and ‘Use’ of the requested software in order to obtain what types of software (by Distribution Statement) the User is authorized access.

2.3. For software with a Distribution Statement X, the following procedures must be followed for requests from non-US government requesters:

2.3.1. All non-US government requesters must be registered and certified with the DLSC as a ‘certified contractor’ prior to requesting software from AEDC. This registration and certification is initiated by the requester by completing and sending DD Form 2345 to the DLSC.

2.3.2. The OPR shall verify that the requester is a current ‘certified contractor’ and that the requested software is related to the purpose which the contractor was certified (reference 1.2 and 1.4).

2.3.2.1. Note exception in 1.6.3.1 for requests from Canadian organizations.

2.3.3. The OPR completes the “AEDC OPR: Export-Control Info” section of the MOA to confirm verification of 3.3.2. This includes the requester’s seven-digit Export Control Certification Number and expiration date, and the data / document custodian’s name, phone number, and e-mail address.

2.3.4. If the requester is not authorized access to the requested software, an appropriate letter of denial (Attachments 2-4) shall be sent to the requester. The OPR will ensure that AEDC/DOT logs the request as disapproved.

2.4. If the request adheres to the policies covered here and it is the OPR’s recommendation to release the software, the OPR completes the “AEDC OPR Certification / Verification” section of the MOA. The OPR then forwards the MOA to the Software Release Authority.

2.4.1. If extenuating circumstances need to be considered, the OPR should attach a letter to the MOA. This letter should explain the circumstances and the OPR’s recommendation to the Software Release Authority.

2.5. The Software Release Authority reviews the MOA and determines whether to release and disseminate the software.

2.5.1. AEDC/DOT logs the request in the Access database ‘Software Releases.mdb’ on the DOT server ‘...//Special Topics/Software Release’.

2.6. The MOA is then returned to the OPR who distributes the software or forwards an appropriate letter of denial to the requester (Attachments 2-4). Whenever possible, distribution of the software should be accomplished electronically via the Internet, FTP, etc.

2.6.1. Further dissemination (beyond the requesting organization) is limited to object or executable code only (AFI 61-204 Sect. 2.5).

2.6.2. For software with a Distribution Statement X, the software can only be distributed to the document / data custodian listed in block 3 of the DD Form 2345. This individual shall then disseminate the software within the Requesting Organization. However, the OPR should specifically notify the document / data custodian to forward the software to the Requester and/or Technical Contact within the custodian's organization.

3. Foreign Government Requests The procedures for dealing with foreign government requests (other than Canada) are described below (reference AFI 16-201).

3.1. For foreign government requests, the software may occasionally be releasable under an existing Data Exchange Agreement (DEA) between the US and the requesting foreign government. In this case, the request must be handled by the DEA Technical Project Officer and forwarded to the AEDC Foreign Disclosure Officer (FDO) for release. The DEA will regulate the dissemination of the software via official U.S. government to foreign government channels. Other foreign government requests must be forwarded to the FDO, Bill Moss, MS2305.

3.2. In the case of non-government foreign requests, if the foreign government is not bidding on or supporting an AF or other U.S. government contract, the contractor should submit the request through his embassy to SAF/IA (reference AFI 16-204). For additional information, see AFI 16-201 and AFRD 16-2.

3.2.1. This does not apply to Distribution Statement A publicly-releasable software which is available for unlimited distribution.

ROBERT W. CHEDISTER, Colonel, USAF
Commander

Attachment 1

GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION

References

DoDD - *Withholding Of Unclassified Technical Data From Public Disclosure*, Aug 1995

AFI61-204, *Disseminating Scientific and Technical information*, Aug, 2004

AFI33-114, *Software Management*, May 2004

AFPD61-2, *Management of Scientific Technical Information*, Apr 1993

AFPD61-3, *Domestic Technology Transfer*, Feb 2001

Adopted Forms

AF847, *Recommendation for Change of Publication*

Terms

Certified Contractor— Private individual or enterprise located in the United States or Canada who is certified and registered with the Defense Logistics Services Center (DLSC) for access to export-controlled data.

Certified Contractor Access List (CCAL)— Listing of certified contractors who are registered and certified to receive export-controlled technical information. The CCAL is maintained by the Defense Logistics Service Center (DLSC).

DoD Dissemination Authority List (DAL)— Listing of contractors who are registered with the Defense Technical Information Center (DTIC). This list may also include those contractors who are registered and certified with DLSC. The DAL is maintained by DTIC.

Defense Logistics Services Center (DLSC)— The DLSC maintains the CCAL. This list is accessible from the World Wide Web at '<http://www.dlsc.dla.mil/ccal/>' or by contacting the US / Canada Joint Certification Office, DLSC (DSN 932-7430, 800-352-3572).

Defense Technical Information Center (DTIC)— DTIC contributes to the management and conduct of Defense research, development, and acquisition efforts by providing access to and transfer of scientific and technical information for DoD personnel, DoD contractors and potential contractors, and other U.S. Government agency personnel and their contractors. DTIC is the central source for secondary distribution of non-software technical data. The DoD Dissemination Authority List (DAL) can be accessed via the World Wide Web at '<http://www.dtic.dla.mil/dal/>'.

Distribution Statement— A Distribution Statement is used in marking a technical document to denote the extent of its availability of distribution, release, and disclosure without need for additional approvals and authorizations from the controlling DoD office. There are seven different distribution statements that can be used.

Distribution Statement A— This distribution statement is used when the software is approved for public release and distribution is unlimited. The document or software must be cleared for public release by AEDC/PA.

Distribution Statements B—F - These statements place varying restrictions on the release criteria, but in all cases, deny dissemination to certified contractors. See AFI 16-204 or AEDC Project Managers Guide to Distribution Statements, Export Control Warning, and Notices on Technical Documents 1994 for a determination of which statement should be used.

Distribution Statement X— This statement was modified in DoDD 5230.24 and AFI 61-204, and provides wide dissemination to all US government agencies and certified contractors (see 1.6.3.1 for exception). The AEDC Project Managers Guide to Distribution Statements, Export Control Warning, and Notices on Technical Documents 1994 cites an outdated section of the US Code and should not be used.

Export—Controlled Technical Data - Data that cannot be lawfully exported without the approval, authorization, or license under US export control laws. The primary AEDC controlling regulations and documents are the US munitions list and Militarily Critical Technologies List (MCTL).

Memorandum of Agreement (MOA)— The MOA is used to approve a release of software. There are two types of MOAs (Attachments 5-6).

MOA, U.S. Government: This MOA is used if the requesting organization is part of the U.S. government. (i.e. DoD and NASA)

MOA, U.S. Commercial & Educational and Canadian Organizations: This MOA is used if the requesting organization is a U.S. or Canadian commercial company or university.

Militarily Critical Technologies List (MCTL)— The MCTL provides descriptions of technologies which the DoD assesses to be critical to the development, production and use of military capabilities of significant value to potential adversaries. This list is used to check whether the software or part of the software is an identified critical technology.

Office of Primary Responsibility (OPR)—The OPR is the office or individual at AEDC responsible for distributing and collecting the MOA, providing an initial judgment on whether the request is in order, and disseminating approved releases to the Requester.

Requester— The government agency, company, university, or individual requesting the release of the software.

Software Release Authority (SRA)— The Software Release Authority has the final authority to approve the release and dissemination of software to a non-AEDC organization or individual. The Chief (or Acting Chief), Applied Technology Division (AEDC/DOT) is the Software Release Authority at AEDC.

Technical Contact— The technical contact is the office or individual at AEDC responsible for technical questions regarding the software, usually the same as the OPR.

Attachment 2

RELEASE DETERMINATION TABLE

Figure A2.1. Release Determination Table

USER USE	US Citizen	Canadian Citizen	Resident Alien	Foreign National
DoD Government Agency	A, B, C, D, E, X	A, X	A, X	A
US Government Agency	A, B, C, X	A, X	A, X	A
DoD Commercial Company	A, C, D, X	A, X	A, X	A
US Commercial Company (non- DoD)	A, C, X	A, X	A, X	A
US Educational Organization	A, X	A, X	A, X	A
Canadian Organizations	A, X	A, X	A	A
Other Foreign Governments; Foreign Owned, Controlled, Influenced Commercial Company; or Foreign University	A	A	A	A

Attachment 3**SAMPLE DENIAL LETTERS TO PEOPLE WHO ARE NOT CERTIFIED US CONTRACTORS****Figure A3.1. Sample Denial Letters to People Who are not Certified Us Contractors**

SAMPLE 1. For U.S. and Canadian Requesters:

Dear Mr Jones:

The information that you requested on (date) is subject to control under Executive Order and export-control laws. We must deny your request under 5 U.S.C. 552(b)(3) and 10 U.S.C. 130 as implemented by Department of Defense Directive 5230.25 and Air Force Instruction 61-204.

If you decide to appeal this decision, write to us within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration, and attach a copy of this letter. Address your letter as follows:
(address of STINFO Officer)

Private individuals or enterprises must be Department of Defense certified US contractors before they can receive controlled technical data. Additionally, the information requested must relate directly to a legitimate business purpose for which the certification is granted. I have attached an information sheet describing the process you must follow to become a certified US contractor.

Please call (OPR's name, organization, phone number) if you have questions.

Sincerely,

Attachment 4**SAMPLE DENIAL LETTERS TO PEOPLE WHO ARE NOT CERTIFIED US CONTRACTORS****Figure A4.1. Sample Denial Letters to People Who Are Not Certified Us Contractors**

EXAMPLE 2. For foreign (excluding Canada) Requesters:

Dear Mr. Jones:

Your request of (Date) for export-controlled, unclassified technical data (Name & Version of Software) is denied pursuant to the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) and Executive Order 12470 as implemented by Department of Defense Directive 5230.25 and Air Force Instruction 61-204.

It is our understanding that the (name of foreign government) government is not bidding on or supporting a U.S. Air Force or other U.S. government contract. If this is incorrect, you may wish to appeal this decision by writing us within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration, and attach a copy of this letter. Address your letter as follows:

(address of STINFO office)

You may also submit your original request to the Secretary of the Air Force, SAF/IA, via the (name of foreign government) embassy. If you have any further questions, please contact (OPR name, organization, address, phone, and e-mail).

Sincerely,

Attachment 5**INFORMATION SHEET ON THE CERTIFIED US CONTRACTOR PROGRAM****Figure A5.1. Information Sheet on the Certified US Contractor Program**

A5.1. DoDD 5230.25 instituted a program to allow a private individual or business, called a certified US contractor,¹ to receive export-controlled technical data under certain conditions. One of the conditions is that the contractor must be certified in accordance with established DoD procedures. The US contractor must guarantee that:

A5.1.1. The individual who will act as recipient of the export-controlled technical data on behalf of the US contractor is a US citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.

A5.1.2. The data are needed to bid or perform on a contract with the Department of Defense or other US Government agency, or other legitimate business purposes² in which the US contractor is engaged, or plans to engage. The US contractor must describe sufficiently the purpose for which the data are needed to determine if subsequent requests for data are properly related to the business purpose.

A5.1.3. The US contractor acknowledges its responsibilities under US export-control laws and regulations (including the obligation, under certain conditions, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data in a manner that would violate applicable export-control laws and regulations.

A5.1.4. The US contractor agrees not to provide access to export-controlled technical data to people other than its employees or people acting on its behalf, without the permission of the DoD component that provided the technical data.

A5.1.5. To the best of its knowledge and belief, the US contractor knows of no person whom it employs who is acting on its behalf, who will have access to such data, who is debarred, suspended, or otherwise ineligible from performing on US Government contracts; or has violated US export-control laws or certification previously made to the DoD.

A5.1.6. The US contractor itself is not debarred, suspended, or otherwise determined ineligible by any agency of the US Government to perform on US Government contracts, has not been convicted of export-control law violations, and has not been disqualified under the provisions of this directive.

A5.2. The Defense Logistics Services Center (DLSC) in Battle Creek MI 49016-3412, certifies certified US Contractors. Those desiring certification should submit a DD Form 2345, Export-Controlled DoD Technical Data Agreement, to DLSC. You may obtain forms from the Navy Publications and Forms Center, 5801 Tabor Avenue, Philadelphia PA 19120-5099. Refer questions to DLSC at 1-800-352-3572.

¹Canadian contractors may be certified in accordance with this directive for technical data that does not require a license for export to Canada under section 1225.12 of the International Traffic in Arms Regulation and sections 379.4(d) and 379.5(e) of the Export Administration regulations by submitting an equivalent certification to the DoD.

²This does not require a contract with or a grant from the US Government.

ATTACHMENT 6

SAMPLE DENIAL LETTER TO CERTIFIED US CONTRACTORS

Figure A6.1. Sample Denial Letter to Certified US Contractors

EXAMPLE 1. When the requested data are not related to the contractor's certification:

Dear Mr. Jones:

Your request of (date) for controlled, unclassified technical data is denied pursuant to Title 5 U.S.C. 552(b)(3) and Title 10 U.S.C. 130 as implemented by Department of Defense Directive 5230.25 and Air Force Instruction 61-204. We reviewed your request as a certified US contractor carefully and find that the data that you requested are not related to the purpose for which you are certified.

You may ask to be re-certified by the Defense Logistics Services Center, Federal Center, Battle Creek, MI 49016-3412. If you decide to appeal this decision, write to us within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration, and attach a copy of this letter. Address your letter as follows:
(address of local STINFO Officer)

Please call (OPR's name, organization, phone) if you have questions.

Sincerely,

Figure A6.2. Sample Denial Letter to Certified US Contractors

EXAMPLE 2. When releasing the data for other than direct support of the Air Force and the release might jeopardize US technical or operational military advantages:

Dear Mr. Certified:

Your request of (date) for controlled, unclassified technical data is denied pursuant to 5 U.S.C. 552(b)(3) and 10 U.S.C. 130 as implemented by Department of Defense Directive 5230.25 and Air Force Instruction 61-204. We have reviewed your request carefully and have determined that releasing the data for other than direct support of the Air Force might jeopardize US technical or operational military advantages.

If you decide to appeal this decision, write us within 60 calendar days from the date of this letter. Include in the appeal your reasons for reconsideration, and attach a copy of this letter. Address your letter as follows:
(address of local STINFO Officer)

Please call (OPR's name, organization, phone) if you have any questions.

Sincerely,

Attachment 7

**MEMORANDUM OF AGREEMENT, AEDC SOFTWARE RELEASE U.S.
COMMERCIAL & EDUCATIONAL AND CANADIAN ORGANIZATIONS****Figure A7.1. Memorandum of Agreement, AEDC Software Release U.S. Commercial & Educational And Canadian Organizations**

Memorandum of Agreement
AEDC Software Release
U.S. Government

Date:

1. On behalf of the U.S. Government agency listed below, I request release of the following US Air Force software package (computer programs, system description, and documentation):

Distribution format and media:

The requested software package will be used as follows:

2. I understand that the requested software package contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq) or Executive Order 12470, and that violations of these export laws are subject to severe criminal penalties. Further dissemination of this software is controlled under DoDD 5230.25 and AFI 61-204, and is limited to object or executable code.

Requester

Signature:

Printed Name:

Requesting Organization:

Address:

City, State and ZIP Code:

Requester: Technical Contact

Name:

Phone Number:

E-Mail Address:

AEDC OPR Certification / Verification

Name, Initials, and Date:

AEDC Software Release Authority

Signature:

Printed Name:

Test Operations Directorate

Arnold AFB, TN 37389-9010

Attachment 8

MEMORANDUM OF AGREEMENT, AEDC SOFTWARE RELEASE U.S. COMMERCIAL & EDUCATIONAL AND CANADIAN ORGANIZATIONS**Figure A8.1. Memorandum of Agreement, AEDC Software Release U.S. Commercial & Educational and Canadian Organizations**

Memorandum of Agreement

AEDC Software Release

U.S. Commercial & Educational and Canadian Organizations

Date:

1. I/we the undersigned, on behalf of the Requesting Organization listed below (hereafter referred to as the "Requester"), request release of the following US Air Force software package (computer programs, system description, and documentation, collectively, the "Package"):

Distribution format and media (default - electronic dissemination via Internet, FTP, etc.)

The requested software package will be used as follows:

2. I/we understand that the Package may be subject to limited rights or other restrictions or constraints. In consideration therefore, the Requester agrees:

a) The Requester shall not knowingly release or disclose the Package to third parties (other than the Requesting Organization).

b) To strictly abide by and adhere to any and all restrictive markings placed on the Package.

c) That any restrictive markings on the Package shall be included on all copies, modifications, and derivative works, or any parts or options thereof, in any form, manner or substance, which are produced by the Requester including but not limited to incorporation of the Package into any other data, technical data, computer software, computer software documentation, computer programs, source code, or firmware, or other information of like kind, type or quality. In all such events, Requester shall clearly denote where such Package derived data initiates and concludes by use of annotations or other standard markings.

3. The Requester and the Software Release Authority agree that:

a) No guaranties, representations, or warranties either express or implied shall be construed to exist in any language, provision, or term contained in these materials or in any other documentation provided herewith (all such items are collectively referred to as the "Agreement"), and furthermore, the releasing organization disclaims and the Requester waives and excludes any and all warranties of merchantability and any and all warranties of fitness for any particular purpose.

b) The Requester shall obtain from the releasing organization all of the Package (defined in paragraph 1 above), or any other products or services contemplated by the Agreement, in an "as is" condition.

4. The Requester's use of the Package shall not prevent the Government from releasing the Package at any point in the future.

5. The Requester shall not offer the released Package or any modified version thereof for resale to the Government, in whole or as part or subpart of a Government deliverable, without explicitly stating that he is doing so by providing certification documentation (e.g., Section K of the Government solicitation) to the contracting officer before contract award.
6. The Requester may use the released Package in a contract with the Government, but understands that the Government shall not pay the Requester for rights of use of such Package in performance of Government contracts or for the later delivery to the Government of such Package. The Requester may be entitled to compensation for converting, modifying, or enhancing the Package into another form for reproduction and delivery to the Government, if authorized under a contract with the Government.
7. The Requester is not entitled to any released Package that is subject to national defense security classification or the proprietary rights of others. The Requester shall report promptly the discovery of any such restricted material included with the Package to the US Air Force Software Release Authority below, and will follow all instructions concerning the use, safeguarding, or return of such material. The Requester shall not copy, or make further study or use of any such material later found to be subject to such restrictions.
8. I/we understand that the Package received is intended for domestic use (US and Canada) only. It will not be made available to other foreign owned or controlled corporations, or other foreign governments; nor will it be used in any contract with another foreign government.
9. The Requester and the Software Release Authority intend that all agreements under this Memorandum of Agreement shall be governed by the laws of the United States of America.
10. The undersigned Requester has the authority to bind the requesting organization to the terms of this Agreement.

Requester

Signature:

Printed Name:

Requesting Organization:

Address:

City, State and ZIP Code:

Requester: Technical Contact

Name (if different from Requester):

Phone Number:

E-Mail Address:

AEDC OPR: Export-Control Info

Export Control Number & Expiration Date::

Data or Document Custodian's Name:

Phone Number:

E-Mail Address:

AEDC OPR: Certification/Verification

Name, Initials, and Date:

AEDC Software Release Authority

Signature:

Printed Name:

Test Operations Directorate

Arnold AFB, TN 37389-9010